

BWK

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

EVAN SOROKIN,

Plaintiff,

v.

NO. 02-4434

NATIONAL VAN LINES, INC. AND
LNJ NATIONAL MOVERS,

Civil Action

Defendants.

ORDER

AND NOW, this _____ day of _____, 2002, upon consideration of the motion of defendants National Van Lines, Inc. and LNJ National Movers to dismiss the complaint of plaintiff Evan Sorokin, and any response thereto, it is hereby ORDERED and DECREED that the defendants' motion is GRANTED. It is hereby further ORDERED and DECREED that the plaintiff's complaint is dismissed with prejudice.

BY THE COURT:

_____, J.

BWK

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

EVAN SOROKIN,

Plaintiff,

v.

NATIONAL VAN LINES, INC. AND
LNJ NATIONAL MOVERS,

Defendants.

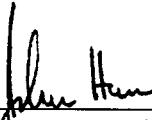
NO. 02-4434

Civil Action

JUL 3 2002

**MOTION OF DEFENDANTS NATIONAL VAN LINERS, INC. AND
LNJ NATIONAL MOVERS TO DISMISS PLAINTIFF'S COMPLAINT**

Defendants, National Van Liners, Inc. ("National") and LNJ National Movers ("LNJ") (collectively the "defendants"), by their attorneys, Fox, Rothschild, O'Brien & Frankel, LLP, pursuant to Federal Rule of Civil Procedure 12(b)(6), hereby move to dismiss complaint of plaintiff, Evan Sorokin ("Sorokin"), against defendants for failure to state a claim upon which relief can be granted. In support of their motion, defendants rely on the attached memorandum of law, affidavit and exhibits hereto.



Joshua Horn, Esquire
FOX, ROTHSCHILD, O'BRIEN & FRANKEL, LLP
2000 Market Street, Tenth Floor
Philadelphia, PA 19103
(215) 299-2000

Date: July 3, 2002

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

EVAN SOROKIN,	:	
	:	
Plaintiff,	:	
	:	
v.	:	NO.
	:	
NATIONAL VAN LINES, INC. AND	:	
LNJ NATIONAL MOVERS,	:	Civil Action
	:	
Defendants.	:	RECEIVED JUL 3 2002
	:	

**MEMORANDUM OF LAW OF DEFENDANTS
IN SUPPORT OF MOTION TO DISMISS COMPLAINT**

Defendants, National Van Lines, Inc. (“National”), and LNJ National Movers (“LNJ”) (collectively the “defendants”), submit this memorandum of law in support of their motion to dismiss the complaint of plaintiff, Evan Sorokin (“Sorokin”), pursuant to Federal Rule of Civil Procedure 12(b)(6).¹ For the reasons set forth more fully below, the complaint against defendants should be dismissed, with prejudice.

I. INTRODUCTION

Simply stated, Sorokin’s complaint does not state a claim upon which relief can be granted. In the complaint, Sorokin seeks recovery under four theories: 1) negligence; 2) breach

¹ In order for this Court to have a complete record for the purposes of the motion of National and LNJ, defendants have attached a full copy of the applicable contract, referenced in Sorokin’s complaint as Exhibit “1”. Sorokin’s full complaint, with exhibits, is hereto attached as Exhibit “A”.

of contract; 3) breach of warranty; 4) and for violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law. The applicable tariff that governed the services that National and National's disclosed household goods agent as defined by 49 U.S.C. § 13907, LNJ provided to Sorokin limits the types of claims available to plaintiff to those pursuant to federal law; thus, plaintiff's Pennsylvania state law claims are completely preempted. Accordingly, Sorokin's complaint fails to state a claim upon which relief can be granted and this Court should dismiss the complaint with prejudice.

II. FACTUAL BACKGROUND

At all times herein, National was a Surface Transportation Board of the United States Department of Transportation certificated motor carrier of household goods in interstate commerce and LNJ was National's disclosed household goods agent, as defined by 49 U.S.C. §13907. On or about June 8, 1998, National issued a Uniform Household Goods Bill of Lading and Freight Bill ("Bill of Lading")², covering the shipment of Sorokin's goods from Philadelphia, Pennsylvania to Dallas, Texas. The Bill of Lading contains a box for "Tariff" in which the notation "400M" was written by National. See Bill of Lading at p.1. The Bill of Lading also recites that "Carrier's tariffs, by this reference, are made a part of the bill of lading." See Bill of Lading at p. 1. The reverse side of the Bill of Lading contains certain "Terms and Conditions," Section 3(a) of which provides as follows:

The shipper, upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of the shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment . . .

² The Bill of Lading is attached to Sorokin's complaint as Exhibit "1".

See Bill of Lading at p.2. Sorokin signed the Bill of Lading on June 8, 1998 when National completed the interstate shipment and delivered Sorokin's household goods to his home in Texas. See Bill of Lading at p.1.

On May 29, 2002, Sorokin filed a complaint in the Municipal Court of Philadelphia County. On July 3, 2002, National and LNJ removed these proceedings to this Court. In the complaint, Sorokin asserts claims of purported negligence, breach of contract and breach of warranty against National and LNJ. Sorokin also claims that National and LNJ are liable for violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law. As a result, Sorokin contends that he is entitled to the cost to replace items allegedly damaged during his move from Philadelphia, Pennsylvania to Dallas, Texas. Of critical importance to this motion to dismiss, Sorokin's state law claims arise out of the Bill of Lading that Sorokin executed with National. The Bill of Lading is governed by a federal tariff, and, as a result, federal law preempts all of Sorokin's state law claims.

III. LEGAL ARGUMENT

Sorokin's complaint should be dismissed with prejudice because: 1) Sorokin's claims for negligence, breach of contract, breach of warranty and for violation of the Pennsylvania Unfair Trade Practices and Consumer Protection law are preempted by the Interstate Commerce Act and the Carmack Amendment. 2) Sorokin's claims against LNJ should be dismissed because as a matter of law, no claim may lie against a disclosed household goods agent of National.

A. Standard Of Review

In evaluating a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6) for failure to state a claim, the Court should determine whether Sorokin has set forth a cause of action under Federal Rule of Civil Procedure 8(a), and whether, under any reasonable reading of

the complaint, Sorokin is entitled to relief. See Nami v. Fauver, 82 F.3d 63, 65 (3d Cir. 1996); and Kuromiya v. United States, 37 F. Supp. 2d 717, 721-22 (E.D. Pa. 1999). In view of this standard, Sorokin's complaint is deficient as a matter of law and, therefore, should be dismissed with prejudice.

B. Sorokin's Complaint Fails To State A Claim Upon Which Relief Can Be Granted.

1. Sorokin's Claims Are Pre-Empted By The Interstate Commerce Act And The Carmack Amendment.

Sorokin alleges that National and LNJ were negligent, breached the applicable contract, breached the warranty arising out of the Bill of Lading and violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law. Plaintiff seeks total damages of \$10,000 on all claims. The Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. § 14706 (formerly 49 U.S.C. §11707), exclusively governs the rights, duties and liabilities of the parties (shipper and carrier) to an interstate shipment of household goods.³ In light of the fact that the Carmack Amendment completely controls the disposition of Sorokin's complaint, Sorokin's claims are completely preempted. As a result, the complaint fails to state claims upon which relief may be granted.

³ The Carmack Amendment states in pertinent part:

A carrier providing transportation or service subject to jurisdiction under . . . [49 U.S.C. §13501 or §13531] [governing motor carriers] . . . shall issue a receipt or bill of lading for the property it receives for transportation under this part. That carrier and any other carrier that delivers the property and is providing transportation or service subject to jurisdiction . . . [49 U.S.C. §13501] . . . are liable to the person entitled to recover under the receipt or Bill of Lading. The liability imposed under this paragraph is for the actual loss or injury to the property caused by A) the receiving carrier, B) the delivering carrier, or C) another carrier over whose line or who the property is transported in the United States. 49 U.S.C. § 14706(a)(1).

a. Preemption Protects Federal Law From State Interference.

The United States Constitution declares, “the laws of the United States . . . shall be the Supreme law of the Land . . . any Thing in the . . . Laws of any State to the contrary notwithstanding.” U.S. Const., Art. VI, Cl. 2.

Congress enforces uniform national policy against interference by conflicting state regulation by enacting legislation preempting state law. See, e.g., City of Burbank v. Lockheed Air Terminal, Inc., 411 U.S. 624, 633, 638-39 (1973); Campbell v. Hussey, 368 U.S. 297, 300-301 (1961). Federal law need not provide expressly that particular state laws are preempted. Hillsborough County v. Automated Medical Laboratories, Inc., 471 U.S. 707, 712-13 (1985); City of Burbank, 411 U.S. at 633.

Congress’ intent to replace state regulation with the federal approach will be inferred from a federal scheme that occupies the field or where state regulation operates in a manner inconsistent with the federal objectives. See, e.g., Hillsborough County, 471 U.S. at 713; Adams Express Co. v. Croninger, 226 U.S. 491, 505-506 (1913). See also Hughes v. United Van Lines, Inc., 829 F.2d 1407, 1412 (7th Cir. 1987) cert. denied 485 U.S. 913 (1988); Cleveland v. Beltman North American Co., Inc., 30 F.3d 373, 378 (2d Cir. 1994) cert. denied 15 S. Ct. 901 (1995).

Further, in Rice v. Santa Fe Elevator Corp., 331 U.S. 218, 236 (1947), the United States Supreme Court held that the test of federal preemption “is whether the matter on which the State asserts the right to act is in any way regulated by the Federal Act. If it is, the federal scheme prevails” (emphasis added).

Based upon the federal preemption doctrine, Sorokin's state law claims against National and LNJ are preempted by the ICA, which exclusively governs National's and LNJ's assessment of interstate transportation charges under its filed Tariffs.

b. Legislative History of the ICA.

The United States Supreme Court recognized long ago that interstate transportation of property is a national concern requiring uniformity in its regulation. In Gloucester Ferry Co. v. Pennsylvania, 114 U.S. 196, 5 S.Ct. 826, 29 L.Ed. 158 (1885), the Supreme Court held:

Necessarily [Congressional] power alone can prescribe regulations which are to govern the whole country . . . Congress alone, therefore, can deal with such [interstate] transportation; its non-action is a declaration that it shall remain free from burdens imposed by State regulation.

114 U.S. at 204 (emphasis added).

In 1887, Congress enacted the ICA, which governs interstate transportation of goods. In 1978, the ICA was recodified. The recodification of the ICA was without substantive change to its original provisions at 49 U.S.C. § 20(11). See House Report (judiciary committee) No. 95-1395, 95th Congress, 2d Sess., reprinted in 1978 U.S. Code Cong. & Ad. News 3009.

c. The Scope of ICA Preemption.

The United States Supreme Court has considered the ICA's purpose and construed its provisions in several landmark decisions. In Adams Express Co. v. Croninger, 226 U.S. 491, 57 L.Ed. 314, 33 S.Ct. 148 (1913), the Supreme Court held with respect to interstate carrier liability under the ICA, "the duty to issue a bill of lading and the liability thereby assumed are covered in full." 226 U.S. at 505-06. Accord, Illinois Steel Co. v. B.&O. R. Co., 320 U.S. 508, 510-11, 63 S.Ct. 322, 88 L.Ed. 259 (1944); S. E. Express Co. v. Pastime Amusement Co., 299 U. S. 28, 29, 57 S.Ct. 734 81 L.Ed. 20 (1936); Atchison, Topeka & Sante Fe Ry. Co. v. Harold, 241 U.S. 371,

378, 36 S.Ct. 665, 60 L.Ed. 1050 (1916); Georgia, Florida & Alabama Ry. Co. v. Blish, 241 U.S. 190, 195, 36 S.Ct. 541, 60 L.Ed. 948 (1916); Pennsylvania R.R. Co. v. Intl. Coal Mining Co., 230 U.S. 184, 206, 33 S.Ct. 893, 57 L.Ed. 1446 (1913). Further, the Court held that the Carmack Amendment superseded all regulations and policies of a particular state. In holding so, the Court adopted an expansive description of the scope of the Carmack Amendment:

Almost every detail of this subject [the liability of a common carrier] is covered so completely [by the Carmack Amendment] that there can be no rational doubt but that Congress intended to take possession of the subject and supersede all state regulation with reference to it . . . it has been argued that the non-exclusive character of this regulation is manifested by the proviso that of this section, and that state regulation upon the same subject is not superseded, and that the holder of any such bill of lading may resort to any right of action against such a carrier conferred by existing law. This view is untenable. It will result in the nullification of the regulation of a national subject and operate to maintain the confusion of the diverse regulation which it was the purpose of Congress to put an end to.

266 U.S. at 505-506, 33 S.Ct. at 152.

The United States Supreme Court held in Georgia, Florida & Alabama Ry. v. Blish Milling Co., 241 U.S. at 196, that the ICA is “comprehensive enough to embrace responsibility for all losses resulting from any failure to discharge a carrier's duty as to any part of the agreed transportation.” (emphasis added). Indeed, the ICA is among the most comprehensive legislative and regulatory schemes ever enacted by Congress. See Chicago & N.W. Transp. Co. v. Kalo Brick & Tile Co., 450 U.S. 311, 318, 321, 101 S.Ct. 1124, 67 L.Ed.2d 258 (1981). The comprehensive legislative and regulatory system governing interstate common carriers evinces congressional intent to regulate the conduct of carriers to the exclusion of state law remedies. Further, Title 49 U.S.C. §10761(a) provides that interstate carriers, such as National, are prohibited from providing services at any rate other than its filed tariff rate. Moreover, 49

U.S.C. §§11902 and 11903 render it unlawful for shippers, such as Sorokin, to pay a carrier less than the full amount of the filed tariff charges for the carrier's services.

In light of the fact that defendants' relationship with Sorokin is entirely and exclusively governed by federal law, National and LNJ can have no liability to Sorokin under Pennsylvania law. See Chicago & N.W. Transp. Co., 450 U.S. at 317 (finding that when Congress chooses to legislate pursuant to its Constitutional powers, a court must find local law pre-empted by federal regulation whenever the "challenged state statute stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress"). Awarding Sorokin compensatory damages against National and LNJ under Pennsylvania law would subvert the federal scheme of uniform treatment of all shippers and would effectively give Sorokin preference over other shippers in other states. Such preferences violate the ICA.

With respect to state consumer protection statutes, such as the Pennsylvania Unfair Trade Practices and Consumer Protection Law, numerous courts have rejected such claims. More specifically, unfair claim practices and consumer protection statutes have been held preempted with respect to interstate common carriage of goods by federal and state courts in the following jurisdictions:

- i. Colorado - Suarez v. United Van Lines, Inc., 791 F.Supp. 815 (D.Colo. 1992);
- ii. Florida - American Eye Way, Inc. v. Roadway Package System, Inc., 875 F.Supp. 820 (S.D.Fla. 1995); United Van Lines, Inc. v. Shooster, 860 F.Supp. 826 (S.D.Fla. 1992);
- iii. Idaho - Schultz v. Auld, 848 F.Supp. 1497 (D.Ida. 1993);

- iv. Illinois - Pierre v. United Parcel Service, Inc., 774 F.Supp. 1149 (N.D.Ill. 1991); White v. United Van Lines, Inc., 758 F.Supp. 1240 (N.D.Ill. 1991);
- v. New Jersey - Tirgan v. Roadway Package System, Inc., 1995 WL 21098 (D.N.J. 1995);
- vi. New Mexico - Margetson v. United Van Lines, Inc., 785 F.Supp. 917 (D.N.M. 1991) (Texas Deceptive Trade Practices Act also held preempted by the ICA);
- vii. New York - Cleveland v. Beltman North American Co. Inc., 30 F.3d 373 (2d Cir. 1994);
- viii. Ohio - United Van Lines, Inc. v. Zak, 861 F.Supp. 61 (S.D.Ill. 1994);
- ix. South Carolina - Carr v. United Van Lines, Inc., 345 S.E.2d 73 (S.C. App. 1986);
- x. Tennessee - Malone v. Mayflower Transit, Inc., 819 F.Supp. 724 (E.D. Tenn. 1993); and
- xi. Texas - Moffit v. Bekins Moving & Storage, 6 F.3d 305 (5th Cir. 1993)
- xii. Massachusetts – Rini v. United Van Lines, 104 F.3d 502 (1st Cir. 1997).

In addition, in Missouri Pac. R.R. Co. v. Stroud, 267 U.S. 404, 408, 45 S.Ct. 243, 69 L.Ed. 683 (1925), the United States Supreme Court declared, “there can be no divided authority over interstate commerce, and . . . the acts of Congress on that subject are supreme and

exclusive" (emphasis added). Likewise, in Missouri Pac. R.R. Co. v. Porter, 273 U.S. 341, 47 S.Ct. 383, 71 L.Ed. 672 (1927) the United States Supreme Court held with respect to the Carmack Amendment:

Congress must be deemed to have determined that the rule laid down and the means to enforce it are sufficient and that no other regulation is necessary.

273 U.S. at 345 (emphasis added).

The ICA excludes all other rules of common carrier obligation with respect to interstate shipments of merchandise. See Thurston Motor Lines, Inc. v. Jordan K. Rand. Ltd., 460 U.S. 533, 535 (1983). An interstate carrier's liability is governed exclusively by its filed tariff and may not be enlarged by contract or tort. See Maislin Industries, U.S. v. Primary Steel, Inc., 497 U.S. 116, 126, 110 S.Ct. 2759, 2766 (1990).

All claims asserted by Sorokin in his complaint are based on National's and LNJ's alleged breach of duties owed to defendant under the interstate Bill of Lading contract of carriage. See Bill of Lading. Therefore, Sorokin's claims are preempted by the ICA.

2. As A Matter Of Law, No Claim May Lie Against LNJ As An Agent For A Disclosed Principal.

The disclosed principal carrier, National, is the only party which can be held liable statutorily for damage to an interstate shipment. 49 U.S.C. § 14706. National's disclosed household goods agent, LNJ, as a matter of law, cannot be liable for any action for damages arising out of a carrier's performance of transportation under its bill of lading. More specifically, Section 13907 of the Interstate Commerce Act provides:

Carrier's Responsibility for Agent: Each motor carrier providing transportation of household goods shall be responsible for all acts or omissions of any of its agents which relate to the performance of household goods transportation services (including accessories or

terminal services) and which are within the actual or apparent authority of the agent from the carrier of which are ratified by the carrier.

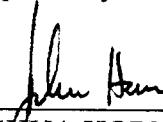
See Valkenburg, K.G. v. The S. S. Henry Denny, 295 F.2d 330, 333 (7th Cir. 1961) (holding disclosed agent not liable to shipper separate and apart from interstate carrier); U.S. v. Diez, 428 F.Supp. 1028, 1029-1030 (E.D. La. 1977); Seguros Banvenez v. S/S Oliver Drescher, 761 F.2d 855, 860 (2d Cir. 1985) (“When an agent makes a contract for a disclosed principal, it becomes neither a party to the contract nor liable for the performance of the contract”).

Sorokin knows that LNJ’s role in the transportation of his property was that of an agent only. As liability for loss or damage to household goods moving through interstate commerce is placed upon the interstate carrier by statute, disclosed household goods agents have no liability separate and apart from that of the interstate carrier, and should be properly dismissed from a claim for loss or damage under the Carmack Amendment. Under the circumstances, all claims against LNJ fail as a matter of law and should be dismissed because they are barred by the Carmack Amendment.

IV. CONCLUSION

For the foregoing reasons, defendants National and LNJ respectfully pray that this Court grant defendants' motion to dismiss and dismiss the complaint of plaintiff Evan Sorokin for failure to state a claim upon which relief can be granted.

Respectfully submitted,



JOSHUA HORN, ESQUIRE
Fox, Rothschild, O'Brien & Frankel, LLP
2000 Market Street, 10th Floor
Philadelphia, Pennsylvania 19103

Date: July 3, 2002

Exhibit A

06/17/2002 11:11 FAX 2158294219

DELANY & O'BRIEN

002



COMMONWEALTH OF PENNSYLVANIA
THE PHILADELPHIA MUNICIPAL COURT
34 South 11th Street • Philadelphia, PA 19107
Alan K. Silberstein, President Judge
Robert S. Blasi, Administrative Judge

Evan S. Sorokin, M.D.
2217 Ivan Street
Apartment 102
Dallas, TX 75201

Plaintiff(s)

No. SC-

TYPED BY	APPROVED	COURT COSTS
		\$
National Van Lines	LNJ National	
National Plaza	Movers	
Roosevelt & Gardner	36 Mountainside	
Roads	Road	
Broadview, ILL 60153	Temple, PA 1956	
<input type="checkbox"/> CONSTABLE SERVICE	Defendant(s)	

SERVICE ADDRESS (INFORMATION) if other than above

		DATE OF ACCIDENT	LICENSE PLATE NO.
OPERATOR - DATE OF BIRTH	DEFENDANT - OPERATOR NO.	OWNER - DATE OF BIRTH	OWNER - OPERATOR NO.

TO THE DEFENDANT: The above named plaintiff(s) ask judgment in this Court against you for \$10,000.00 plus court costs upon the following claim:

Plaintiff, Evan S. Sorokin, M.D., who resided at 166 Callowhill Street, Phila., PA 19130, contracted with National Van Lines and LNJ National Movers to move the contents of his apartment in Philadelphia to his current address in Dallas, TX. (See Contract attached hereto as Exhibit 1.) The move occurred on or about June 11, 1998. During the move, the Defendants negligently and carelessly caused certain damages to Plaintiff's property. (See claims form attached hereto as Exhibit 2.) Therefore, Plaintiff brings this action for negligence, breach of contract, breach of warranty and violations of the Consumer Fraud Statute.

WHEREFORE, Plaintiff requests judgment in his favor in the amount of Ten Thousand Dollars (\$10,000.00).

Principal Amount
\$ 10,000.00
Interest at _____ %
from _____
\$ _____
Attorney's Fee:
\$ _____
Other:
\$ _____
TOTAL \$ _____

 NOTICE TO DEFEND FILED

COUNSEL FOR PLAINTIFF/ATTY. I.D. NO. NAME & ADDRESS <i>Michael Shaffer 325 Chester St, PHILA PA</i>		ZIP CODE <i>19106</i>	PHONE <i>215 951 6640</i>
COMMONWEALTH OF PENNSYLVANIA COUNTY OF PHILADELPHIA <i>Michael Shaffer</i>	SUMMONS to the defendant: You are hereby ordered to appear at a hearing scheduled as follows: LOCATION (Sala) Courtroom 4 Fourth Floor, 34 South 11th Street IN WITNESS WHEREOF , I have hereunto subscribed my name and affixed the seal of the Court this day of <i>July</i> , 19 <i>98</i> <i>Michael Shaffer</i> Court Administrator, Philadelphia Municipal Court		
CITACION Al Demandado: Por la presente, usted es dirigido a presentarse a la siguiente vista en: LOCATION (Sala) Courtroom 4 Fourth Floor, 34 South 11th Street IN WITNESS WHEREOF , he aquí suscrito mi nombre y colocado el sello de la Corte este día de <i>Julio</i> , 19 <i>98</i> <i>Michael Shaffer</i> Court Administrator, Philadelphia Municipal Court			

IMPORTANT NOTICE TO THE DEFENDANT

You have been sued in court. If you wish to defend against the claims set forth, you must appear at the date, time and place as shown. You are warned that if you fail to appear, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF HEARING, WHICHEVER IS LATER.

NOTA IMPORTANTE PARA EL ACUSADO

Usted ha sido demandado en corte. Si usted desea defenderse contra las quejas que aparecen en contra suya debe usted asistir al dia, la hora y el dia que se señala. Usted está advertido que si no comparece, el caso puede continuar sin su presencia y una querella puede ser puesta en contra suya por la corte sin ninguna notificación, por dinero reclamado, o por alguna otra queja requerida por el demandante. Usted puede perder dinero, propiedad u otros derechos importantes para usted.

LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANOS INCAPACITADOS (AMERICANS WITH DISABILITIES ACT). ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESIBLES A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SI USTED ESTE INCAPACITADO Y NECESA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA, PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONO 686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES DEBE LLAMAR POR LO MENOS TRES DIAS DE TRABAJO ANTES DE SU AUDIENCIA O DENTRO DE TRES DIAS DESPUES DE RECIBIR SU CITA, SEGUN LO QUE OCURRA PRIMERO.

06/17/2002 11:12 FAX 2158294219

DELANY & O'BRIEN

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EXHIBIT I

06/17/2002 11:18 FAX 2158294219

DELANY & O'BRIEN

004



HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL
 ICES: Broadview, Illinois 60153 - Telephone: 708-50-2900
 NVL Customer Service Call 800-333-6851

B/L NUMBER	111199
REG. NUMBER	
OVERFLOW BL	

NOTICE: Carrier's tariff, by this reference, is made a part of this bill of lading and may be inspected at carrier's facility, or, on request, carrier will furnish a copy of the tariff provided that carrier's name, rules or charges governing the shipment, incorporated tariff, proposed charges, and rates, are referred to there; (1) Enclosing limitation of carrier's liability, the principal features of which are described in the valuation declaration section of this bill of lading; (2) Setting the time periods for filing claims, the principal features of which are described on the reverse side of this bill of lading in Section C; and, (3) Reserving the carrier's right to assess additional charges for additional services performed and/or non-binding estimates, to be charged upon the exact weight of the goods transported.

SHIPPER'S NAME: Even Sorokin
 LOADING ADDRESS: 1656 Calicott St., Apt. 309
 CITY, COUNTY, STATE: Philadelphia, PA.
 PHONE: 215-751-9978

PICKUP SPREAD FROM: 6/8 TO 6/8

EXTRA PIU CONTACT NAME:

ADDRESS: PHONE:

CITY & STATE:

LOAD DATE:

INTERLINE CARRIER:

BILL ACCT.:

CITY, STATE:

PURCHASE ORDER OR NO. ACCT NO.

ATTN OF:

COD

AGENT NAME:

CHARGES COMPUTED BY:

BOOKER:

ORIGIN AGENT:

ESTIMATE BY:

DESTINATION AGENT:

RESIDENCE PICKUP:

ORIGIN:

DESTINATION:

CONTAINERS FURNISHED BY:

TOTAL PACKING BY:

UNPACKING BY:

Unless the shipper expressly releases the shipment to a value of 60 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater. The shipment will be subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding:

My Shipment Valuation is:

\$ 20,000

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 cents per pound per article". OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

Shipment Valuation is not insurance. It is a Tariff Level of Carrier Liability.

IMPORTANT SHIPMENT PROTECTION INFORMATION (Check One)

Protection: SHIPPER INITIAL

Lowest: 60 cents per lb. per article - no charge

Better: \$1.25 lb. times shipment weight. Repair cost or depreciated value of item, whichever is less, cost is \$7 per \$1,000 of shipment valuation.

Best: FULL VALUE PROTECTION - OPTION A, B, C

Option A: No claim deductible

Option B: \$250 claim deductible

Option C: \$500 claim deductible

EXTRAORDINARY (UNUSUAL VALUE ARTICLE DESCRIPTION)
 I acknowledge that I have prepared and copied a copy of the Inventory or Home Valuation in excess of \$100 per pound to the carrier that are included in my shipment and that I have given a copy of the Inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss or damage to any article in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on the actual weight, net of any declared value of the article), shipment, unless I have specifically estimated such articles or written claim for loss or damage is made on the attached.

SHIPPER'S SIGNATURE AT TIME OF PICKUP AT RESIDENCE: DATE:

X DRIVER'S SIGNATURE AT TIME OF PICKUP FROM RESIDENCE:

CHARGES TO BE PAID IN CASH, MONEY ORDERS, OTHER THAN PERSONAL MONEY ORDERS, TRAVELERS CHECKS, BANKERS CHEKS, OFFICIAL CHECKS, BANKERS DISCOUNTS, CHECKS, OR CERTIFIED CHECKS MADE PAYABLE TO NATIONAL VAN LINES, INC. & EXCUSEABLE BANK IN PRIOR TO DELIVERY.

RECEIVED BY: X	DATE: 6/17/02	DOCUMENT CONTROL NUMBER: DC 006899 AES
CONSIGNEE'S ACKNOWLEDGEMENT OF DELIVERY SERVICES COVERED BY THIS BILL OF LADING WERE RENDERED AND EQUIPMENT WAS RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED ON THE INVENTORY		
X SIGNATURE OF CONSIGNEE FOR RESIDENCE DELIVERY		DRIVER'S SIGNATURE FOR DEL. REC. ON WAY

CONTRACT TERMS AND CONDITIONS*

This contract is subject to all the rules, regulations, rates, and charges, in carrier's currently effective applicable tariffs including, but not limited to, the following terms and conditions:

Section 1. The carrier shall be liable for physical damage loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss or damage caused by or resulting:

- (a). From an act, omission or order of the shipper;
- (b). From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c). From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by an authority maintaining or using military, naval or air forces; (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d). From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (e). From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's liability:

The Carrier's maximum liability shall be either:

- (1). The amount of the actual loss or damage not exceeding \$1.25 times the actual weight (in pounds) of the shipment, or the lump sum declared value, whichever is greater; or
- (2). The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to the carrier, in writing, with liability limited to sixty (60) cents per pound per article.

Section 2. The Carrier shall not be liable for delay caused by highway construction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by the breakdown or mechanical defect of vehicles or equipment, or from any cause other than the negligence of the carrier, nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of the shipment and the point of destination.

Section 3.

- a). The shipper, upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of the shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- b). The shipper shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or other dangerous articles or goods.

Section 4. If for any reason other than the fault of the carrier, delivery can not be made at address shown on the face hereof, or at any changed address of which the carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner and subject to a lien for all accrued tariff and other lawful charges.

Section 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon the notice and in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and towards expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public auction or private sale without such notices, if, in the opinion of the carrier, such action is necessary to prevent deterioration or further deterioration.

Section 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice.

06/17/2002 11:17 FAX 2158294219

DELANY & O'BRIEN

006

J NATIONAL

TO :

1998.06-23 12:02 #377 P.01/01

COST OF SERVICES

*From
Rodger*

Moving From
OKIN 4/23/98
6 CALLOWHILL ST.
309
PHILADELPHIA PA

Moving To
Consignee SOROKIN
Address
Floor
City ST DALLAS DALLAS TX

date	Agreed PU Date	Guarantee PU Date	Agreed DEL Date	Guarantee DEL Date
		<i>6/1/1 - 6/19</i>		

CONTAINERS			PACKING (C)			UNPACKING (A)		
Qty	Rate	Total	Qty	Rate	Total	Qty	Rate	Total
2	8.80	17.60	2	17.30	34.60			
2	25.40	50.80	2	15.65	31.30			
6	19.35	116.10	6	32.40	194.40			
		184.50			260.30			0.00

* TARIFF : 400M GROSS : 5500 NET : 5500 *
* EFFECTIVE: 01/01/98 TRANS WT: 5500 *
* SECTION : 3 MILES : 1752 *
* Origin ST: (39) CNTY: (51) Destination ST: (44) CNTY: (84) *
* Origin Service Area: 672 Destination Service Area: 764 *

Description	Weight	Quantity	Rate	Charges
TRANSPORTATION CHG	5500 LBS			5973.00
A.T.C. ORIG	5500 LBS	6	1.90	104.50
A.T.C. DEST	5500 LBS	6	1.00	55.00
ELEV. ORIG	5000 LBS	1	2.60	130.00
ELEV. DEST	5000 LBS	1	2.25	112.50
STAIRS DEST	500 LBS	1	1.45	18.30
LONG CARRY-O	5000 LBS	1	1.70	85.00
LONG CARRY-D	5000 LBS	1	1.45	72.50
CONTAINERS, PACKING & UNPACKING (see itemized list)				444.80

SUB TOTAL BEFORE DISCOUNT	6995.60
50% BOTTOM LINE DISCOUNT	-3497.80
VALUATION	20000

GRAND TOTAL	3677.80
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PREPARED BY Rodger

06/17/2002 11:17 FAX 2158294219

DELANY & O'BRIEN

007

EXHIBIT 2

06/17/2002 11:21 FAX 2158294219

DELANY & O'BRIEN

008

NATIONALBROADVIEW, ILLINOIS 60153-3771
I.C.C.MC 42868

STATEMENT OF CLAIM

IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL
NOT BE NECESSARY TO COMPLETE THIS FORM.

THE FULL LOSS AND/or DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED. R4-363-0911

MOVED: FROM:	EVAN SOROKIN	MOVED: TO:	EVAN SOROKIN
Name of Shipper or Consignee on Bill of Lading		Name of Consignee	
1606 CALUMET STAPT 39		2508 MCKINLEY AVE APT 421	
Old Street Address		New Street Address	
PHILADELPHIA, PA 19130		DALLAS, TX 75204	
City and State		City and State	
LIA		LIA	
Warehouse Name if Shipment Originated at Warehouse.		Warehouse Name if Delivered to Warehouse	

IMPORTANT

Was your shipment picked up from a storage facility? Yes No Was your shipment delivered to a storage facility? Yes No

To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading

Did driver deliver any items that do not belong to you? Yes No Please explain below

To whom was claim first reported

Loading date at residence

If claim is for breakage or shortage to items packed in container, give following information concerning these specific containers:

By whom packed

Was packing container of article claimed damaged in good condition? Yes No Please explain below

Date damage was discovered

Was driver aware of damage or loss? Yes No Explain below

Date shortage was discovered

By whom discovered

Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? NO, ORIGINALLY USED
IMPORTANT — GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If Add'l Space is needed use separate sheet of paper.) ALL CLAIMS MUST BE SIGNED

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	ADDITIONAL INFORMATION			Home Office Use Only
			Date Purchased	Original Cost	Weight of Item	
162	PICTURE	MISSING	1/1/98	100.00	1.00	
163	PICTURE	MISSING	1/1/98	100.00	1.00	
164	COVENANT	MISSING SIDE & BACK	1/1/98	100.00	1.00	
165	CHURNISH	COPIES OF ANY DOCUMENTS WHICH SHOW ANY LOSS OR DAMAGE				
166	PICTURE	AT THE TIME YOUR SHIPMENT WAS DELIVERED.				
167	PICTURE	MISSING	1/1/98	100.00	1.00	
168	PICTURE	MISSING	1/1/98	100.00	1.00	
169	PICTURE	MISSING	1/1/98	100.00	1.00	
170	PICTURE	MISSING	1/1/98	100.00	1.00	

The actual cash value of my shipment was \$ > \$2500.00

QUALITY CONTROL (DRIVER SIGNATURE) PACKER SIGNATURE WHSE. LIA

Were you satisfied with NATIONAL overall service? Yes No If NOT we would sincerely appreciate your comments so we can take action165. AGENT FOR NATIONAL AIR EXCHANGING SERVICES INC.
166. DALLAS, TEXAS 75204
167. 165. AGENT FOR NATIONAL AIR EXCHANGING SERVICES INC.
168. DALLAS, TEXAS 75204
169. 165. AGENT FOR NATIONAL AIR EXCHANGING SERVICES INC.
170. DALLAS, TEXAS 75204

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$ 112.35 which is to be considered as a full release and discharge from any and all claims and demands against the carrier, his agents, or insurer of this shipment. ALL OUTSTANDING CHARGES MUST BE PAID BEFORE CLAIM SETTLEMENT CAN BE MADE.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00.

7/11/98 214-363-0911 HOME #
(Date) (Area Code) (Phone No.)

STATE OF Texas

KPA/GA
ZTF-755-099 WORK #

COUNTY OF Dallas

165-755-099 FAX #

Sworn to before me this 11 day of July 1998

Signature of Claimant

(Notary Public)

T-165-755-099

My Commission expires 12/12/98

Present Address T-165-755-099

CAR W TO NESTLON RT
EVAN S. SOTROKIN B/L 111199

INVENTORY #	NAME	DATE	COST	COLLECTOR
		PURCH		
221	FAMOUS PICTURE	CAUSE GOUGE IN FRAME	~1980's \$300	\$300
224	BAT SPRING (ARMWRENG?)	KNIFE CUT	7/14/94 \$476.99	\$476.99
229	GASS TABSTOP	CHIPPED	1985 \$100	\$100
12	6'9" x 2'6" CUSTOM MADE TABLE	LEG CHECKED	7/94 \$795	\$795
*	PACKING MATERIALS	NOT PROVIOUS	\$362.00 - 50% DISCT \$181.00	
120	6'9" CAMP	DOORS	\$49	\$49
121	8'6" LOG CAMP	DOORS BROKEN	\$49	\$49

PLEASE SEE LETTER AND
MORE DETAILED EXPLANATION

06/17/2002 11:24 FAX 2158294219

DELANY & O'BRIEN

012

PLEASE PRINT OR TYPE

NATIONAL
MAIL
BROADVIEW, ILLINOIS 60153-3771
I.C.C. MC 42865

STATEMENT OF CLAIM

IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND / OR DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED.

MOVED FROM	EVAN SOROKIN MD 1666 CARRWHILL ST 509 PHILA 09101 PA 19130	MOVED TO	7808 JACKNEY AVE #421 DALLAS, TX 75204
Name of Shipper or Consignee on Bill of Lading		Name of Consignee	
Old Street Address		New Street Address	
City and State		City and State	
Warehouse Name if Shipment Originated at Warehouse		Warehouse Name if Delivered to Warehouse	

IMPORTANT

Was your shipment picked up from a storage facility? Yes No Was your shipment delivered to a storage facility? Yes No

To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading 111199

Did driver deliver any items that do not belong to you? Yes No Please explain below

To whom was claim first reported NATIONAL VAN LINES

Date reported 8/13/98

Loading date at residence 6/19/98

Delivery date 6/17/98

If claim is for breakage or shortage to items packed in container, give following information concerning those specific containers:

By whom packed DRIVERS By whom unpacked DRIVERS Date unpacked 6/17/98

Was packing container or article claimed damaged in good condition? Yes No Please explain belowDate damage was discovered 8/11/98 Was driver aware of damage or shortage? Yes No Explain below * DRIVER SHOWN COPIES BUT NOT AUTHORIZED

Date shortage was discovered N/A By whom discovered EVAN SOROKIN

Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? DRIVERS DID NOT CHECK TIME OF CLAIMS INSTRUCTION BE SIGNED

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Home Office Use Only	
							Amount Paid	Adjusting Code
71	ARMOIRE (COPPERY) BACK BROKEN	11/94 \$1000		\$1000				
	DID NOT NOTICE BECAUSE DRIVER PUT AGAINST WALL IN B600004	(PART OF SET COST ME \$3245) PICKED UP BROKEN						
	FURNISH COPIES OF ANY DOCUMENTS WHICH SHOW ANY LOSS OR DAMAGE							
222	COMPUTER MONITOR COLORED SCREEN DAMAGED	AT THE TIME YOUR SHIPMENT WAS DELIVERED. BOX SMASHED - PHOTOS ALL GONE SENT WITH OTHER CLAIM						
	CLEANING OF COUCHES	7/14/98 \$389.48						

The actual cash value of my shipment was \$ 725000

QUALITY CONTROL (DRIVER) : PACKER : WHSE.)

Were you satisfied with NATIONAL overall service? Yes No If NOT we would sincerely appreciate your comments so we can take action.

PLEASE SEE FIRST CLAIM FORM.

DRIVER WAS IRRESPONSIBLE, LAZY, AND RUDE.

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim I hereby request \$ 725000 which is to be considered as a full release and discharge from any and all claims and demands against the carrier his agents, or drivers or employees & TALL OUTSTANDING CHARGES MUST BE PAID BEFORE CLAIM SETTLEMENT CAN BE MADE.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00. 8/20/98 (214)3030911 HOME #
(Date) Area Code (Phone No.)

STATE OF Texas (214)7860498 WORK #

COUNTY OF Dallas

Sworn-to-before me this 20 day of August 19 79

(Signature of Claimant)

5323 Boring Street

Present Address

06/17/2002 11:24 FAX 2158294219

DELANY & O'BRIEN

013

PLEASE PRINT OR TYPE

~~NATIONAL~~BROADVIEW, ILLINOIS 60153-3771
I. C. C. MC 42886

STATEMENT OF CLAIM

IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND / OR DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED.

MOVED FROM	Michelle Goldberg + Evan Sotco	MOVED TO	Michelle Goldberg
Name of Shipper or Consignee on Bill of Lading	1666 Callowhill St, Apt 309	Name of Consignee	7000 Seawall Blvd, Apt 532
Old Street Address	Philadelphia, PA 19130	New Street Address	Galveston, TX 77551
City and State		City and State	
Warehouse Name if Shipment Originated at Warehouse		Warehouse Name it Delivered to Warehouse	

IMPORTANT

Was your shipment picked up from a storage facility? Yes No Was your shipment delivered to a storage facility? Yes No

To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading 111199

Did driver deliver any items that do not belong to you? Yes No Please explain below

To whom was claim first reported NATIONAL Van Lines - Augt. Schi. 6

Date reported 06-17-98

Loading date at residence 06-08-98

Delivery date 06-20-98 (guaranteed by)

If claim is for breakage or shortage of items packed in containers, give following information concerning those specific containers: 6-19-98

By whom packed driver

By whom unpacked driver

Date unpacked 06-20-98

Was packing container or article claimed damaged in good condition? Yes No Please explain below wrapped in blanketDate damage was discovered 06-20-98 Was driver aware of damage or shortage? Yes No Explain below

Date shortage was discovered

By whom discovered

Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? Yes

IMPORTANT — GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If Addl. Space is needed use separate sheet of paper.) ALL CLAIMS MUST BE SIGNED

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Home Office Use Only	
							Amount Paid	Adjusting Code
71	ARMOIRE	scratches on front	8/90	\$799	?	\$799	799	
		CRACK doors						
		SEPARATORS						

Additional COPIES OF ANY DOCUMENTS WHICH SHOW ANY LOSS OR DAMAGE

HOTEL for extra night AT BELONGINGS RENTAL WERE 1619-6/20) = \$161.00

Dinner, evening 6/19

(SEE ADDITIONAL SHEETS)

CC 4 in 425 CAR
P/N 400-425 ATD/C
CONCERN'S ATD/C
CLARAVAN 425

The actual cash value of my shipment was \$

QUALITY CONTROL (DRIVER Terry Claude PACKER)

WHSE.)

Were you satisfied with NATIONAL overall service? Yes No If NOT we would sincerely appreciate your comments so we can take action

Delivery date & time changed several times, each with less than 24 hrs. notice. Pickup originally at 930-1030 am did not begin until 4:30 pm. Confusion between what was paid for according to estimate and what due at delivery. No boxes for bed at pickup.

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$ SEE OTHER SHEET which is to be considered as a full release and discharge from any and all claims and demands against the carrier his agents, or insurer of this shipment. NO CHARGE MADE BEFORE CLAIM # 2198 409-741-2952 HOME #

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00.

STATE OF _____

COUNTY OF _____

Sworn to before me this day of _____

19

7000 Seawall Blvd, #532

06/17/2002 11:25 FAX 2158294219

DELANY & O'BRIEN

014

PLEASE PRINT OR TYPENATIONALBROADVIEW, ILLINOIS 60153-3771
B.C.C. MC 42866STATEMENT OF CLAIMIF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL
NOT BE NECESSARY TO COMPLETE THIS FORM.

MOVED FROM <u>EVAN SOROKIN</u> <u>166 CALLOWHILL ST APT 309</u> <u>PHILADELPHIA, PA 19130</u> <u>N/A</u>		MOVED TO <u>EVAN SOROKIN</u> <u>2808 MCKINNEY AVE APT 421</u> <u>DALLAS TX 75204</u> <u>N/A</u>	
Name of Shipper or Consignee on Bill of Lading Old Street Address City and State		Name of Consignee New Street Address City and State	
Warehouse Name if Shipment Originated at Warehouse.		Warehouse Name if Delivered to Warehouse	

IMPORTANT

Was your shipment picked up from a storage facility? Yes No Was your shipment delivered to a storage facility? Yes No To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading 111199Did driver deliver any items that do not belong to you? Yes No Please explain belowTo whom was claim first reported NATIONAL VAN LINES Date reported 6/18/98Loading date at residence 6/19/98 Delivery date 6/17/98

If claim is for breakage or shortage to items packed in container, give following information concerning those specific containers:

By whom packed Driver By whom unpacked DRIVER'S SON Date unpacked 6/17/98Was packing container of article claimed damaged in good condition? Yes No Please explain belowDate damage was discovered 6/17/98 Was driver aware of damage or loss? Yes No Explain belowDate shortage was discovered N/A By whom discovered _____Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? NO, DRIVER REFUSEDDid you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? NO, DRIVER REFUSEDIMPORTANT -- GIVE COMPLETE INFORMATION IN ALL COLUMNS. If Addl. Space is needed use separate sheet of paper I CERTIFY

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	SEE ADDITIONAL EXPLANATION				Home Office Use Only	
			Date Purchased	Original Cost	Weight of Item	Amount Claimed	Amount Paid	Adjusting Code
162	ANTIQUE DITCHER	Broken handle SEE PHOTOS 1-3	~1988	\$350	—	\$350		
122-24	COUCHES	HOLDS + SOILED	7/8/94	\$404		\$404		
124	COUCHES	SMASHED SIDE + SOILED	7/28/94	\$404		\$404		
127	CHINESE FABRIC CUSHION	SEE PHOTOS 4-6	11/19/95	\$129	LOSS OF FABRIC			
123	ANTIQUE WALL STAND	Broken into 4 pieces	11/94	\$500		\$500		
222	MAGNATOS H COMPUTER	Box SMASHED + COFFEE	1990	\$3200		\$3200		
223	SURYS STEREO	Box SMASHED. COFFEE	1989	\$499		\$499		
221	ANTIQUE SCREWD	PICTURE - 13 CHIPPED + SCRAPPED	1985	\$500		\$500		

(See attached sheet)
The actual cash value of my shipment was \$ > \$2500

QUALITY CONTROL (DRIVER UNPROFESSIONAL, PACKER UNPROFESSIONAL WHSE. N/A)

Were you satisfied with NATIONAL overall service? Yes No If NOT we would sincerely appreciate your comments so we can take action.

SUCH A GREAT COMPANY THAT ALL OTHER SERVICE UNPROFESSIONAL
DRIVER PROFESSIONAL, PACKER PROFESSIONAL UNPROFESSIONAL / INTOXICATED,
CUSTOMER SERVICE UNPROFESSIONAL TO PROVIDE INFORMATION AS REQUESTED

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim, I hereby request \$12,450 - \$7 which is to be considered as a full release and discharge from any and all claims and demands against the carrier, his agents, or insurer of this shipment. ALL OUTSTANDING CHARGES MUST BE PAID BEFORE CLAIM SETTLEMENT CAN BE MADE.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00.

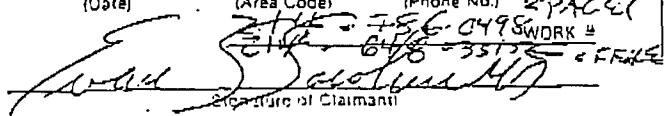
7/11/98 214-303-0911 HOME #

(Date) (Area Code) (Phone No.) 214-756-0498 WORK #

STATE OF _____

COUNTY OF _____

Sworn to before me this day of 19


 Signature of Claimant

(Notary Public)

(Present Address)

06/17/2002 11:26 FAX 2158294219

DELANY & O'BRIEN

015

PLEASE PRINT OR TYPENATIONAL
TRANSPORTATIONBROADVIEW, ILLINOIS 60153-3771
I.C.C. MC 42866

STATEMENT OF CLAIM

IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND DAMAGE MUST BE ON THIS FORM FOR ADDITIONAL CLAIM ACCEPTED. 214-303-091

MOVED FROM <u>#EVAN SOROKIN X</u> <u>1666 CALICO HILL STAPT 309</u> <u>PHILADELPHIA, PA 19130</u> <u>N/A</u>	MOVED TO <u>EVAN SOROKIN</u> <u>2808 MCKINNEY AVE APT 4C</u> <u>DALLAS TX 75204</u> <u>N/A</u>
Name of Shipper or Consignee on Bill of Lading Old Street Address City and State Warehouse Name if Shipment Originated at Warehouse.	Name of Consignee New Street Address City and State Warehouse Name if Delivered to Warehouse

IMPORTANT

Was your shipment picked up from a storage facility? Yes No Was your shipment delivered to a storage facility? Yes No To expedite your claim, enter Bill of Lading No. shown on NATIONAL Bill of Lading 111199Did driver deliver any items that do not belong to you? Yes No Please explain belowTo whom was claim first reported NATIONAL VAN LINES Date reported 6/18/98Loading date at residence 6/19/98 Delivery date 6/17/98

If claim is for breakage or shortage to items packed in container, give following information concerning those specific containers

By whom packed DRIVER By whom unpacked DRIVER'S SON Date unpacked 6/17/98Was packing container of article claimed damaged in good condition? Yes No Please explain belowDate damage was discovered 6/17/98 Was driver aware of damage or loss? Yes No Explain belowDate shortage was discovered N/A By whom discoveredDid you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? NO - DRIVER REFUSEDDid you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? NO - DRIVER REFUSEDIMPORTANT - GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If Addl. Space is needed use separate sheet of paper) SEE ADDITIONAL EXPLANATION

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	SEE ADDITIONAL EXPLANATION		Original Cost	Weight of Item	Amount Claimed	EXPLANATION Home Office Use Only	
			Date Purchased	Driver				Amount Paid	Adjusting Code
162	ANTIQUE PITCHER	Broken handle SEE PHOTOS 1-3	~1988	\$350	\$350		\$350		
122/124	COUCHES	HOLDS + SOILED	7/25/98	\$404	\$404		\$404		
124	COUCHES	SLASHED SIDE + SOILED	7/25/98	\$404	\$404		\$404		
127	CHAIR	SEE PHOTOS 4-6 FABRIC CUSHION STAIN	1995	\$129	\$129		\$129		
123	ANTIQUE QUIST STAND	Broken into pieces	1994	\$500	\$500		\$500		
222	MAGNITOSH COMPUTER	Box SLASHED + COMPUTER	1990	\$3200	\$3200		\$3200		
223	SONY STEREO	Box SLASHED + COMPUTER	1989	\$499	\$499		\$499		
231	ANTIQUE STOOL	PIRE PO KZ-13 CHIPPED + SCRAPPED	1995	\$500	\$500		\$500		

The actual cash value of my shipment was \$ > \$2500.00 INTONATED &
QUALITY CONTROL (DRIVER 111199 ESSONIE PACKER UNPACKED) WHSE. N/A

Were you satisfied with NATIONAL overall service? Yes No If NOT we would sincerely appreciate your comments so we can take action.
SHIPS AGENT GOOD THOUGH ALL OTHER SERVICE UNPROFESSIONAL
DELIVERY TIME, VALUABLE PROPERTY UNPROFESSIONAL / INTONATED
CUSTOMER SERVICE UNPROFESSIONAL. IT PROVIDED INFORMATION AS REQUESTED

The undersigned makes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim I hereby request \$ 12,408 - 59 which is to be considered as a full release and discharge from any and all claims and demands against the carrier his agents, or insurer of this shipment. ALL OUTSTANDING CHARGES MUST BE PAID BEFORE CLAIM SETTLEMENT CAN BE MADE.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00. 7/11/98 214-303-0911 HOME =
(Date) (Area Code) (Phone No) X-PACIFIC

STATE OF _____
COUNTY OF _____
Sworn to before me this day of _____ 19 _____. 7/11/98 Signature of Claimant

06/17/2002 11:26 FAX 2158294219

DELANY & O'BRIEN

016

PLEASE PRINT OR TYPE

NATIONALBROADVIEW, ILLINOIS 60153-3771
I.C.C. MC #2866

STATEMENT OF CLAIM

IF YOU COMPLETE THE SHORT CLAIM FORM, IT WILL
NOT BE NECESSARY TO COMPLETE THIS FORM.

ALL LOSS AND / OR DAMAGE MUST BE ON THIS FORM. NO ADDITIONAL CLAIM ACCEPTED.

MOVED FROM	<i>Michelle Goldberg + Evan Soto</i>	MOVED TO	<i>Michelle Goldberg</i>
Name or Shipper or Consignee on Bill of Lading	<i>1666 Callowhill St, Apt 309</i>	Name of Consignee	<i>7000 Seawall Blvd, Apt 532</i>
Old Street Address	<i>Philadelphia, PA 19130</i>	New Street Address	<i>Galveston, TX 77551</i>
City and State		City and State	
Warehouse Name if Shipment Originated at Warehouse		Warehouse Name if Delivered to Warehouse	

IMPORTANT

Was your shipment picked up from a storage facility? Yes No Was your shipment delivered to a storage facility? Yes No

To expedite your claim, enter Bill of Lading No shown on NATIONAL Bill of Lading

Did driver deliver any items that do not belong to you? Yes No Please explain belowTo whom was claim first reported *National Van Lines - Capt. Schaefer* Date received *06-17-98*Loading date at residence *06-08-98*Delivery date *06-20-98 (Guaranteed by*

If claim is for breakage or shortage, to whom packed in container, give following information concerning those specific containers

By whom packed *driver* By whom unpacked *driver* Date unpacked *06-20-98*Was packing container of article claimed damaged in good condition? Yes No Please explain belowDate damage was discovered *06-20-98* Was driver aware of damage or shortage? Yes No Explain belowDate shortage was discovered *06-20-98* By whom discovered

Did you carefully check items and condition of shipment against the inventory at the time of delivery before signing same? Yes

IMPORTANT — GIVE COMPLETE INFORMATION IN ALL COLUMNS. (If Addl. Space is needed use separate sheet of paper.) ALL CLAIMS MUST BE SIGNED

Inventory Number For Articles Claimed	Name of Item	Location and Extent of Damages (If loss so indicate)	Date Purchased	Original Cost	Weight of Item	Amount Claimed	Home Office Use Only	
							Amount Paid	Adjusting Code
71	ARMOIRE	Scratches on front	8/90	\$799	?	\$799	\$799	
		SEAT CRACK doors						
		SEAT PADS						
Additional copies of any documents which show any loss or damage								
HOTEL FOR EXTRA NIGHT BELONGINGS RENTED (6/19-6/20) = \$75.00								
Dinner, evening 6/19								
(SEE ADDITIONAL SHEETS)								

The actual cash value of my shipment was \$

QUALITY CONTROL DRIVER *Terry Cawte* PACKER *W.H.S.*Were you satisfied with NATIONAL overall service? Yes No If NOT we would sincerely appreciate your comments so we can take action

Delivery date & time changed several times, each with less than 24 hrs.
 notice. Pickup originally at 9:30-10:00 AM did not begin until
 4:30 PM. Confusing between what was paid for according to
 estimate and that due at delivery. No boxes for bed at pickup.

The undersigned takes a solemn oath to the truth of statements contained herein. For the purpose of obtaining settlement on the above claim I hereby request \$ *219.80* which is to be considered as a full release and discharge from any and all claims and demands against the carrier his agents, or insurer of this shipment.

NOTARIZATION NOT REQUIRED ON CLAIMS TOTALING LESS THAN \$200.00. *219.80* *409-741-2952* HOME #STATE OF *Florida*COUNTY OF *Broward*Sworn to before me this *19* day of *June* 1998

7000 Seawall Blvd. # 527

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

EVAN S. SOROKIN,

Plaintiff,

v.

NO.

NATIONAL VAN LINES, INC. AND
LNJ NATIONAL MOVERS,

Defendants.

RECEIVED JUL 3 2002

CERTIFICATE OF SERVICE

I, Michael P. Malloy, Esquire, hereby certify that on this date I served a copy of the motion to dismiss plaintiff's complaint, proposed order, and memorandum of law in support of motion to dismiss plaintiff's complaint upon the following via first class mail, as follows:

Michael D. Shaffer, Esquire
325 Chestnut Street, Suite 1212
Philadelphia, PA 19106

Attorney for Plaintiff
Evan Sorokin


MICHAEL P. MALLOY

Dated: July 3, 2002